

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

-----X  
NATIONAL LIFE INSURANCE COMPANY,

Plaintiff,

Docket No.:

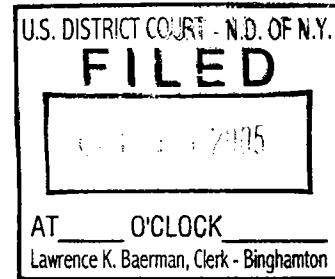
3: 05 - CV - 0477 (TJM)

-against-

THE ESTATE OF RICHARD M. HILL,  
KERRINGTON H. McCOY a/k/a KERRINGTON  
HILL, Individually and in her Capacity as the  
Executrix of the Estate of Richard M. Hill and  
COURTNEY HILL a/k/a COURTNEY  
HILL FULLER,

Defendants.

-----X



**SO-ORDERED STIPULATION OF SETTLEMENT**

It is hereby stipulated and agreed by and between Plaintiff, National Life Insurance Company ("National Life") and the Defendants, The Estate of Richard M. Hill (the "Estate"), Kerrington H. Hill a/k/a/ Kerrington H. McCoy, Individually and in her Capacity as the Executrix of the Estate of Richard M. Hill ("McCoy") and Courtney Hill a/k/a Courtney Hill Fuller ("Fuller") (The Estate, McCoy and Fuller are collectively referred to as "Defendants") that whereas no party hereto is an infant or incompetent, this action is settled and discontinued with prejudice based upon the following terms:

1. Defendants hereby appear in this action through the law firm of Pope, Schrader & Murphy, LLP and consent to the personal jurisdiction of this Court over them for all purposes.

2. Within twenty (20) calendar days following the order and entry of this Stipulation by the United States District Court for the Northern District of New York, National Life will deliver a check in the amount of \$109,754.67 to the law firm of Pope, Schrader & Murphy, LLP, made payable to "Pope Schrader & Murphy, LLP" (the "Settlement Sum"). Other than the delivery of the Settlement Sum, National Life shall have no further obligations to the Defendants.

3. The Estate, McCoy and Fuller (collectively referred to as "Releasor") in consideration of the terms, conditions and representations set forth in this Stipulation, including the payment of the Settlement Sum as set forth in paragraph 2, sufficiency of which is hereby acknowledged, release and discharge National Life Insurance Company, its parents, subsidiaries, affiliated companies, its predecessors and/or successor companies, and all of their past, present and future officers, directors, employees, representatives, shareholders and attorneys (collectively the "Releasee") as well as the Releasee's heirs, executors, administrators, successors and assigns from all actions, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which against the Releasee, the Releasor and the Releasor's heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Stipulation.

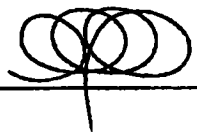
4. In entering into this Stipulation, the Defendants represent that they have relied upon the advice of their attorneys who are the attorneys of Defendants' own choice, and that such attorneys have completely explained the terms of this Stipulation and that the Defendants fully understand and voluntarily accept these terms.

5. In entering into this Stipulation, the Defendants represent that they did not rely upon any representations express or implied made by National Life or their representatives as to the tax consequences of the payment of the Settlement Sum, and that the Defendants release National Life from any and all liability in connection with any such tax consequences.

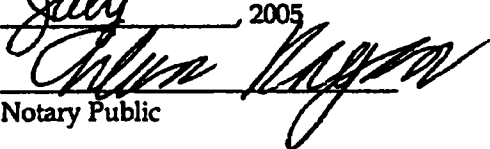
6. National Life and the Defendants agree to execute any and all further documents that may be necessary to effectuate the intent of this Stipulation.

7. National Life and the Defendants shall bear their own costs and attorneys fees associated with the prosecution and/or defense of this action.

NATIONAL LIFE INSURANCE COMPANY

  
\_\_\_\_\_

Sworn to before me this 25 day of  
July, 2005

  
Notary Public

ARLEEN KAGAN  
NOTARY PUBLIC, State Of New York  
No. 01KA8002081  
Qualified in Kings County  
Commission Expires February 02, 2008

Approved as to Form

SHAPIRO, BEILLY, ROSENBERG,  
ARONOWITZ, LEVY & FOX, LLP

By: 

Barry J. Levy

NDNY Bar No.: 511105

225 Broadway - 13<sup>th</sup> Floor

New York, NY 10007

(212) 267-9020

*Counsel for Plaintiff, National Life Insurance Company*

POPE, SCHRADER & MURPHY, LLP

By: 

Robert C. Murphy

NDNY Bar No.: 3011130

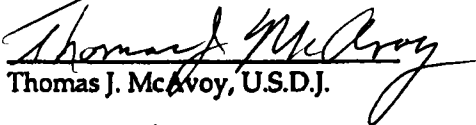
20 Hawley Street - 7<sup>th</sup> Floor

Binghamton, New York 13902

(607) 384-4900

*Counsel for Defendants, The Estate, McCoy and Fuller*

SO ORDERED

  
Thomas J. McCoy, U.S.D.J.

Dated: Oct. 18, 2005